

4600009817  
09-0914

THE STATE OF TEXAS :  
:  
COUNTY OF HARRIS :

## I. PARTIES

### A. Address

**THIS AGREEMENT FOR AN INTEGRATED LIBRARY SYSTEM CORPORATION** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation, and **INNOVATIVE INTERFACES, INC.** ("Contractor"), a California corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City  
Director, Library Department  
or Designee  
City of Houston  
500 McKinney  
P.O. Box 1562  
Houston, Texas 77251

Contractor  
Innovative Interfaces, Inc.  
5850 Shellmound Way  
Emeryville, CA 94608  
(510) 655-6200  
Fax: (510) 450-6350

The Parties agree as follows:

### B. Table of Contents

This Agreement consists of the following sections:

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## EXHIBITS

- A. SCOPE OF SERVICES
- B. CONFIDENTIALITY AGREEMENT BETWEEN CONTRACTOR  
AND A HALAN MEMBER LIBRARY
- C. HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT
- D. EQUAL EMPLOYMENT OPPORTUNITY
- E. ESCROW AGREEMENT
- F. SUPPORT SERVICES
- C. Parts Incorporated

The above-designated sections and exhibits are incorporated into this Agreement.

D. Controlling Parts

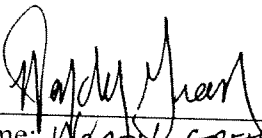
If a conflict among the sections and exhibits arises, the sections control over the exhibits.

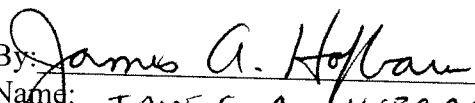
E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL

INNOVATIVE INTERFACES, INC.

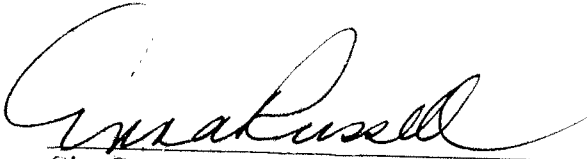
By:   
Name: Wendy Green  
Title: CONTRACTS SPECIALIST


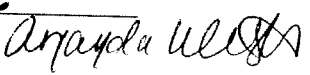
By:   
Name: JAMES A. HOPBAUER  
Title: VP - CFO

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

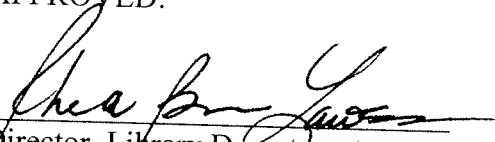
Signed by:

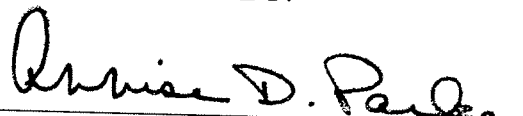
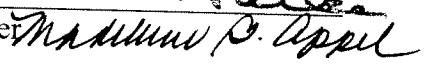
  
City Secretary

  
Mayor 

APPROVED:

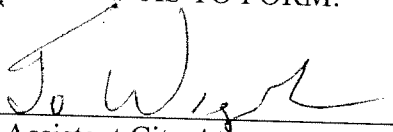
COUNTERSIGNED BY:

  
Director, Library Department

  
City Controller 

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

  
Sr. Assistant City Attorney  
L.D. File No. 0410900002001

10-8-09

## II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Deliverables" mean all tangible items provided by Contractor to the City under this Agreement.

"Director" means the Director of the Library Department, or the person he or she designates.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

The "Escrow Agent" is defined in Exhibit "E".

"HALAN" means the Houston Area Library Automated Network.

A "HALAN Member Library" means one of the libraries in the Houston Area Library Automated Network and includes libraries that join HALAN during the term of this Agreement.

Any additions of libraries to the System require advance written notification to Contractor. Contractor shall bill the City for any associated licensing fees and/or maintenance fees for the additional libraries.

The "Houston Area Library Automated Network" means a consortium of the following libraries (seven public libraries and one community college library) in the Southeast Texas area:

Bellaire City Library  
5111 Jessamine  
Bellaire, TX 77401

Effie & Wilton Hebert Public Library  
2025 Merriman  
Port Neches, TX 77651

Marion & Ed Hughes Public Library  
2712 Nederland Avenue  
Nederland, TX 77627

Houston Public Library  
500 McKinney Avenue  
Houston, TX 77002

Pasadena Public Library  
1201 Jeff Ginn Memorial Drive  
Pasadena, TX 77506

Port Arthur Public Library  
3601 Cultural Center Drive  
Port Arthur, TX 77642

Sterling Municipal Library  
Mary Elizabeth Wilbanks Avenue  
Baytown, TX 77520

Lee College Library  
P. O. Box 818  
Baytown, TX 77522

HALAN Member Libraries may be added or deleted by written notice to Contractor during the term of this Agreement

"HPL means Houston Public Library.

"ILS" means the Integrated Library System.

The "ILS Database" is the electronic database installed on the ILS that maintains data records describing the books, periodicals, and similar items available at the HALAN member libraries and documenting the location and status distribution of those items, as well as maintaining data concerning the acquisition of new books, periodicals, and other items to be obtained by the HALAN member libraries.

The "ILS Documents" are defined in Section III.A.(4)(b).

The "ILS Hardware and Software" is defined in Section III.A.(3).

"Integrated Library System" means a computer system (consisting of one database for Houston Public Library (HALHP), one database for all other HALAN members (HALOS), and the union database for both together (HALIR InnReach) and a set of interrelated application programs) that provides support to the staff and patrons at the various HALAN member libraries in their processing, tracking, distribution, and acquisition of the books, periodicals, and similar items made available at the HALAN member libraries.

The "Installation Site" means the computer room at the HPL main branch at 500 McKinney, where the ILS Hardware and Software is to be delivered and installed, as set out in this Agreement.

"Notice to Proceed" means a written communication from the Director to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Safety Impact Position" means a contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity,

or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

### **III. DUTIES OF CONTRACTOR**

#### **A. Scope of Services**

(1) In consideration of the payments specified in this Agreement, Contractor shall provide, in accordance with Exhibits "A", "C", and "E", all labor, materials, equipment, and supervision necessary to deliver, install, implement, and maintain an Integrated Library System (ILS) to be used by the HALAN Member Libraries, as well as an ILS Escrow Account to contain ILS Escrow Information.

(2) Contractor shall provide maintenance to the City on the ILS hardware and software as set out in Exhibit "C".

(3) Contractor shall provide, and the ILS shall include, all of the hardware and software items set out in Exhibit "A" (the "SCOPE OF SERVICES".)

(4) The ILS shall operate in accordance with:

- (a) the requirements set out in this Agreement (including all sections and exhibits to this Agreement), and
- (b) the 1999 ILS Agreement, Contract Number 99-0367, as amended by First Amendment, Contract Number 02-0753 and Contract Number 55953.

(5) Prior to implementing the ILS at any new HALAN member library, the governing body of the HALAN member library and Contractor shall execute a confidentiality agreement substantially in the form set out in Exhibit "B". Contractor shall not implement the ILS at a HALAN member library until such a confidentiality agreement has been executed. The City shall have no obligation or responsibility to ensure or obtain a HALAN member library's

execution of such a confidentiality agreement, or for the compliance of Contractor or a HALAN member library with the terms of an executed confidentiality agreement. This section does not affect any other confidentiality provisions contained in this Agreement.

B. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

C. Reports

Contractor shall submit all reports and progress updates as agreed to by both parties.

D. Time Extensions

If either party requests an extension of time to complete its performance of any of the tasks set forth in this Agreement, then the other party may, in its sole discretion, extend the time so long as the extension does not exceed 60 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s), but Contractor shall have the right to terminate this agreement if unreasonably delayed for a period of 60 days by the City.

E. Additions and Deletions

Additional Products and Services

The Director may add additional Deliverables and services by giving written notification to Contractor. For purposes of this Section, the Effective Date means the date on which Contractor receives written notification of the addition(s). As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date.

#### Exclusion of Products and Services

If a Deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the Director may exclude it from the operation of this Agreement by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded Deliverable from the sum(s) otherwise due under this Agreement.

#### F. Payment of Subcontractors

Contractor shall not subcontract any of the work set out in this Agreement.

#### G. Personnel of the Contractor

Contractor shall replace any of its personnel or the Escrow Agent if the Director, in his or her reasonable discretion, determines that their work product is unsatisfactory.

#### H. RELEASE

**CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY=S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY=S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**

**I. INDEMNIFICATION**

**CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

**CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS**

AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO THE INSURANCE AVAILABLE TO CONTRACTOR. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

J. INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT)

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE,

PROCESS, AND DOCUMENTS OR, (2) REPLACE OR MODIFY THEM WITH PRODUCTS BOTH PARTIES AGREE ARE COMPATIBLE AND FUNCTIONALLY EQUIVALENT. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY SHALL RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND ALL OR A PRO-RATA PORTION OF THE PURCHASE PRICE PAID BY THE CITY FOR THE ILS HARDWARE OR SOFTWARE ACCORDING TO THE FOLLOWING SCHEDULE.

<b>YEAR DURING WHICH</b>	<b>HARDWARE</b>	<b>SOFTWARE</b>
<b>FIRST YEAR</b>	<b>100%</b>	<b>100%</b>
<b>SECOND YEAR</b>	<b>100%</b>	<b>75%</b>
<b>THIRD YEAR</b>	<b>100%</b>	<b>50%</b>
<b>FOURTH YEAR</b>	<b>100%</b>	<b>25%</b>
<b>FIFTH YEAR</b>	<b>75%</b>	<b>NONE</b>
<b>SIXTH YEAR</b>	<b>50%</b>	<b>NONE</b>
<b>SEVENTH YEAR</b>	<b>25%</b>	<b>NONE</b>
<b>ALL YEARS AFTER</b>	<b>NONE</b>	<b>NONE</b>

**HOWEVER, CONTRACTOR SHALL HAVE NO LIABILITY WITH REGARDS TO ANY INFRINGEMENT CLAIM BASED ENTIRELY UPON THE USE OF THE ILS**

**BY THE CITY IN A MANNER NOT SUBSTANTIALLY CONSISTENT WITH THE REQUIREMENTS OF THIS AGREEMENT AND THE ILS DOCUMENTS.**

**K. INDEMNIFICATION PROCEDURES**

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not

control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

L. Insurance

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

- (1) Risks and Limits of Liability. Contractor shall maintain the following coverages and limits of liability:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$1,000,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence and \$1,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide.
- (4) Insured Parties. Each policy, except those for Workers Compensation and Employer's Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the Contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the

policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Worker's Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors, if any, to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- (11) Proof of Insurance.

(a) On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor=s actual insurance policies.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

M. Warranties

Contractor represents and warrants that it shall perform all work in a good and workmanlike manner. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods furnished by it, Contractor warrants:

- (1) that all items are free of defects in title, material, and workmanship,
- (2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

(3) that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

(4) that no item or its use infringes any patent, copyright, or proprietary right.

(5) Software Warranty. Contractor warrants that all software it provides under this Agreement will be free of any defects in workmanship or materials for the period starting on the date of purchase and ending 1 year thereafter. Contractor shall be responsible for providing maintenance for all ILS Software it provides under this Agreement in accordance with Exhibit "C"

(6) Hardware Warranty. Contractor warrants that all ILS Hardware it provides under this Agreement shall perform as set out in this Agreement for the period starting on the date of purchase and ending 3 years thereafter. Contractor shall be responsible for providing maintenance for all ILS Hardware it provides under this Agreement in accordance with Exhibits "A" and "C".

(7) Standard of Performance Warranty. Contractor warrants that it shall perform all work in a good and workmanlike manner. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

(8) Warranty for Parts and Goods Furnished. With respect to any parts and goods it furnishes, Contractor warrants:

(a) that no item or its use infringes any patent, copyright, or proprietary right,  
and

(b) for the two years following the City's acceptance of the applicable item:

- (i) that all items are free of defects in title, design, material, and workmanship,
- (ii) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvements in which the item is installed,
- (iii) that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new).

N. Limitation on Warranties

Other than the warranties explicitly set out in this Agreement, no other warranties are made. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

O. Confidentiality - Protection of City's Interest

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, the Information) that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors, which bind them to the terms in this Section.

P. Acceptance

The city may return new software within 30 days of installation. The software will be immediately de-installed and Contractor will cancel the order/invoice for the software item. Any service charges incurred as part of the purchase are non-refundable.

Q. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

R. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

S. Compliance with Equal Opportunity Ordinance

Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in Exhibit "D".

T. ILS Software License

(1) So long as the City is not in default under this Agreement, Contractor shall grant the City a perpetual, non-transferable, non-exclusive license to use the ILS Software products set out in this Agreement (the "ILS Software License.") The City may maintain one copy of each of the licensed ILS Software products in the ILS, and may make one backup copy of the licensed ILS Software products for use in the event the ILS Software products need to be reloaded into the ILS. The City is not permitted to load any of the licensed ILS Software Products onto any computer system other than the ILS.

- (2) Except as otherwise provided in this Agreement:
- (a) Contractor shall retain title and full ownership rights in the ILS Software and all reproductions, corrections, modifications, enhancements, and improvements thereto (including new versions or upgrades of the ILS Software) which Contractor performs and provides to the City under this Agreement, and such ILS Software shall be exclusive and proprietary property of the Contractor; and
  - (b) all patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, and Contractor intellectual property related to the ILS Software are reserved to and shall remain proprietary to the Contractor; and
  - (c) the City shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within any licensed ILS Software products and related materials.

U. Connection of Equipment

The City may, at its option, connect to the ILS any equipment manufactured or supplied by other vendors, including, but not limited to, peripheral equipment, other computers, communications equipment, terminal devices, and the like (the "Attached Equipment"), provided that the Attached Equipment has a standard, industry-established interface available. Upon the City's request, Contractor shall promptly disclose to the City all information the City requires to connect the Attached Equipment to the ILS, including the technical specifications for any given interface point on the ILS.

#### **IV. DUTIES OF CITY**

##### **A. City's Assigned Responsibilities**

The City shall perform all of the responsibilities assigned to it in this Agreement.

##### **B. Payment Terms**

(1) The City shall pay on the basis of invoices submitted by Contractor and approved by the Director, showing (1) the services performed and the attendant cost and The City shall pay Contractor within 30 days of the receipt and approval of the invoices. Payments for maintenance are to be paid yearly in advance, as set out in Exhibit C. Following City's final Acceptance of any hardware or software (Deliverables) The City shall pay on the basis of invoices submitted by Contractor and approved by the Director showing the hardware or software installed and the attendant costs. The City shall pay Contractor within 30 days of receipt and approval of the invoices.

##### **C. Taxes**

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

D. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$350,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ \_\_\_\_\_

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay

for services it provides. If Allocated Funds are exhausted, Contractor=s only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

E. Access to Site

Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where the Installation Site is located together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor=s personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

F. Access to Data

The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor=s use.

G. Confidentiality

1. In order for Contractor or City personnel to perform the obligations under this Agreement, it may become necessary for either party to receive or have access to specifications, designs, plans, drawings, software, data prototypes, or other technical or business information of the other party that either existed before performance of work or was subsequently developed independent of the parties performance of contract obligations ("Background Information"), which is considered proprietary or confidential by the other party. In addition, information

developed in connection with the performance of this Agreement ("Delivered Information"), which is provided under this Agreement is proprietary and confidential. All Background Information and all Delivered Information are collectively referred to in this Section as "Information".

2. The party to whom Information is disclosed, shall:

- (a) hold the Information in confidence and protect it in accordance with the security regulations by which it protects its own proprietary or confidential information;
- (b) restrict disclosure of the Information solely to those employees with a need to know; and
- (c) advise those employees and agents of their obligations with respect to the Information.

3. The party to whom Information is disclosed shall have no obligation to preserve the proprietary nature of any Information that:

- (a) was previously known to it free and clear of any obligation to keep it confidential;
- (b) is disclosed to third parties by the disclosing party without restriction;
- (c) is or becomes publicly available by other than unauthorized disclosure;
- (d) is independently developed by it; or
- (e) is disclosed in response to requests made under the Texas Public Information Act or a court order. However, the party ordered to disclose the Information shall (i) give the disclosing party of the Information or Software prompt written notice of all such requests, and (ii) cooperate with the disclosing party=s efforts to obtain a protective order protecting the Information or Software from disclosure.

4. Neither party shall be liable for the inadvertent or accidental disclosure of Information, if the disclosure occurs despite the exercise of a reasonable degree of care, which is at least as great as the care the party normally takes to preserve its own proprietary information of a similar nature.

5. All Information owned by Contractor or its suppliers and furnished to the City under this Agreement is the property of Contractor or the supplier, and unless otherwise expressly provided in the applicable Order, the City shall:

- (a) use Information only to install, operate, or maintain the product(s) for which originally furnished;
- (b) use Information only for the City=s internal business purposes;
- (c) not reproduce or copy Information except as authorized under this Agreement unless the parties otherwise agree in writing;
- (d) not use the Information to develop other software;
- (e) return or destroy the Information and any copies when no longer needed or permitted for use with the product for which initially furnished; and
- (f) not remove Information from the United States.

6. Upon request, the receiving party shall return to the furnishing party all Background Information received in tangible form that is not part of the Delivered Information.

## **V. TERM AND TERMINATION**

### **A. Contract Term**

This Agreement is effective on the Countersignature Date and remains in effect for three years unless sooner terminated under this Agreement.

B. Renewals

(1) Subsequent Hardware and Software Maintenance Agreement Terms so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two (2) successive one-year Subsequent Hardware and Software Maintenance Terms. If the Director or the City chooses not to renew Contractor's performance of The Hardware and Software Maintenance Agreement, attached as Exhibit C to this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current Hardware and Software Maintenance Agreement Term.

C. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section IV unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER

THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

D. Termination for Cause by City

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor=s assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director shall deliver a written notice to Contractor describing the default and the termination date. The termination date shall be at least 30 days after the date given in the written notice. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director=s satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately

discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

E. Termination for Cause by Contractor

If the City defaults under this Agreement, Contractor may either terminate this Agreement or allow the City to cure the default as provided below. Contractor's right to terminate this Agreement for the City's default is cumulative of all rights and remedies which exist now or in the future. Default by the City occurs if:

- (1) the City fails to perform any of its duties under this Agreement;
- (2) the City becomes insolvent;
- (3) all or a substantial part of the City's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for the City.

If a default occurs, Contractor shall deliver a written notice to the City describing the default and the termination date. The termination date shall be at least 30 days after the date given in the written notice. Contractor, at his or her sole option, may extend the termination date to a later date. Contractor shall allow the City to cure the default and if the City does so to the Contractor's satisfaction before the termination date, then the termination is ineffective. If the City does not cure the default before the termination date, then Contractor may terminate this Agreement on the termination date, at no further obligation of Contractor.

To effect final termination, Contractor must notify the City in writing. After receiving the notice, the City shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement.

F. Effect of Termination

In the event that this Agreement is terminated, Contractor shall be obligated to refund to the City all payments made by the City to Contractor for items or services which Contractor was to provide under this Agreement and which the City paid for in advance but which Contractor has not provided as of the termination date.

**VI. MISCELLANEOUS**

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts against the City or Contractor, riots, court orders, and the acts of superior governmental or military authority.

2. This relief is not applicable unless the affected party does the following:

- (a) uses due diligence to remove the Force Majeure as quickly as possible;
- (b) provides the other party with prompt written notice of the cause and its anticipated effect; and
- (c) provides the other party with written notice describing the actual delay or non-performance incurred within 7 days after the Force Majeure ceases.

3. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

4. If the Force Majeure continues for more than 30 days, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is a termination for convenience. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

5. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance

adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

H. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

I. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives shall have the right to perform, or have performed, (1) audits of Contractor's books and records, related to this Agreement, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records described in Section J that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

M. Survival

The City and Contractor shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

N. Publicity

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

O. Risk of Loss

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each Product passes from Contractor to the City upon acceptance by the City.

P. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

Q. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

R. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director=s prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in '9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

S. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

T. Contractor Debt

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Products and services described in this Scope of Services include any product sold by Contractor, its partners and affiliates, including but not limited to the Millennium suite of products and services, the Encore suite of products and services and any other products developed for the purpose of enhancing library products and services.

#### **I. Previous Contract Support**

- A. Contractor shall assist with implementation, maintenance and enhancement of any product purchased under previous contracts between City and Contractor, for as long as HALAN Member Libraries pay the maintenance fees on the product.

#### **II. Product Development and Support**

- A. Contractor shall continue to develop and enhance products, some of which have been purchased during the past four years. The City desires the ability to purchase already developed products not previously purchased as well as the flexibility to purchase not-yet developed products and or special enhancements to current products to better meet our growing needs.

The customer sales consultant assigned to the City shall continue to make regular visits to the HALAN member libraries to discuss new issues, new products and upcoming enhancements.

#### **B. In regard to new products, Contractor shall:**

- Meet with HALAN staff and Chief at least twice per year to discuss and/or demonstrate any new or emerging products.
- Provide a timeframe for the development of all new products.
- Work with HALAN staff to develop partnering opportunities for products which HALAN desires to implement.
- Work with HALAN to provide beta-testing opportunities for newly developed products

#### **III. Pricing**

HALAN has been a faithful partner of Contractor for ten years. Acknowledging this contractual commitment to a proprietary product in a market marked by increasing gains of open source and centralized cataloging solutions, the Contractor shall honor the following pricing schedule:

- A. Contractor shall offer discount of no less than 50% for each additional server for which the product is purchased.

B. Cumulative annual volume discount for software purchases (does not apply to hardware or services):

\$0 - \$49,999	No discount
\$50,000 - \$69,999	- 10% off any purchase
\$70,000- \$84,999	- 15% off any purchase
\$85,000 - \$99,999	- 20% off any purchase
\$100,000 - \$149,999	- 25% off any purchase
\$150,000 -	- 30% off any purchase

Cumulative Volume Discount will be provided on the invoice and based on the cumulative net purchases placed and paid for in full during the then current year (September through August).

Annual maintenance fees shall not exceed 12% of the discounted price of the products for the length of this Agreement.

There will be a 12-month free warranty period on all purchases from the date of each purchase.

#### IV. Maintenance Labor and Support

Contractor shall provide warranty, maintenance, labor coverage, and support of all hardware and software purchased from the Contractor as defined in Exhibit C. Any additional servers will be covered by the creation of an addendum to Exhibit C.

#### V. Customer Service Requirements

Contractor shall deliver customer service as specified in the attached Exhibit "F" "Innovative Support Services" document.

If training is requested by HALAN, Contractor shall supply a trainer experienced in the needs of large consortia and public libraries. Trainers are selected based on the skills required to work within a given environment and ability to meet timelines required by the site. If the trainer is deemed not suitable by HALAN for any reason, Contractor will work with the site to assign a different trainer.

**Annual Fees for Encore and INNReach**

HALHP - INN-Reach for July 1, 2009 - June 30, 2010	\$26,443
HALHP - Encore for May 1, 2010 - April 30, 2011	\$27,750
HALOS - INN-Reach July 1, 2009 - June 30, 2010	\$30,852
HALOS - Encore May 1, 2010 - April 30, 2011	\$23,750

## EXHIBIT "B"

### CONFIDENTIALITY AGREEMENT

#### BETWEEN CONTRACTOR AND A HALAN MEMBER LIBRARY

Coleen Molden ("The Additional Party") privy to confidential information under the terms of the Agreement between Innovative Interfaces, Inc. (hereinafter "Innovative") and the City of Houston (hereinafter the "City") hereby agrees to the following conditions in maintaining the confidentiality of the City, Innovative, their Agreement, the software, and data provided by the City.

- A. The Additional Party agrees to keep confidential all material and documentation relating to the software and any modification thereto. The Additional Party will not make available or distribute any program code or description associated with the Software in any form whatsoever to third parties without the prior written approval of Innovative except as provided in the Escrow Agreement between Innovative and the City, if applicable.

The Additional Party's confidentiality obligations to Innovative under this Agreement do not apply to information which (i) was in the Additional Party's possession at the time of disclosure by Innovative and was not acquired directly or indirectly from Innovative, or (ii) was acquired by the Additional Party from another party who had no confidentiality obligation to Innovative with respect to respect to same, or (iii) at the time of disclosure is or thereafter becomes, through no fault to the Additional Party, available to the general public by publication or otherwise. Nothing contained in this Agreement shall limit the obligations of the Additional Party under the Texas Freedom of Information Act.

The Additional Party agrees that in the event of its employing any consultants or contractors who would have access to the Software, they will not be provided access until after completing a copy of this confidentiality agreement.

- B. All materials, documents, and other information provided by Innovative to the Additional Party shall, if so identified by Innovative at the time of delivery thereof, be and remain confidential in the possession of the Additional Party, and the Additional Party shall not copy or disclose any of such confidential materials, documents, or other information to any third party whatsoever.

Innovative grants to the Additional Party the right to copy or otherwise reproduce for training or other internal uses portions of the documentation and manuals prepared by Innovative and furnished to the Additional Party at no additional charge, provided that Innovative's statement of copyright which is included on each copy of such documentation and manuals.

## **EXHIBIT "B"**

### **CONFIDENTIALITY AGREEMENT**

#### **BETWEEN CONTRACTOR AND A HALAN MEMBER LIBRARY**

Pasadena Public Library System ("The Additional Party") privy to confidential information under the terms of the Agreement between Innovative Interfaces, Inc. (hereinafter "Innovative") and the City of Houston (hereinafter the "City") hereby agrees to the following conditions in maintaining the confidentiality of the City, Innovative, their Agreement, the software, and data provided by the City.

- A. The Additional Party agrees to keep confidential all material and documentation relating to the software and any modification thereto. The Additional Party will not make available or distribute any program code or description associated with the Software in any form whatsoever to third parties without the prior written approval of Innovative except as provided in the Escrow Agreement between Innovative and the City, if applicable.

The Additional Party's confidentiality obligations to Innovative under this Agreement do not apply to information which (i) was in the Additional Party's possession at the time of disclosure by Innovative and was not acquired directly or indirectly from Innovative, or (ii) was acquired by the Additional Party from another party who had no confidentiality obligation to Innovative with respect to respect to same, or (iii) at the time of disclosure is or thereafter becomes, through no fault to the Additional Party, available to the general public by publication or otherwise. Nothing contained in this Agreement shall limit the obligations of the Additional Party under the Texas Freedom of Information Act.

The Additional Party agrees that in the event of its employing any consultants or contractors who would have access to the Software, they will not be provided access until after completing a copy of this confidentiality agreement.

- B. All materials, documents, and other information provided by Innovative to the Additional Party shall, if so identified by Innovative at the time of delivery thereof, be and remain confidential in the possession of the Additional Party, and the Additional Party shall not copy or disclose any of such confidential materials, documents, or other information to any third party whatsoever.

Innovative grants to the Additional Party the right to copy or otherwise reproduce for training or other internal uses portions of the documentation and manuals prepared by Innovative and furnished to the Additional Party at no additional charge, provided that Innovative's statement of copyright which is included on each copy of such documentation and manuals.

## EXHIBIT "B"

### CONFIDENTIALITY AGREEMENT

#### BETWEEN CONTRACTOR AND A HALAN MEMBER LIBRARY

Port Arthur Public Library ("The Additional Party") privy to confidential information under the terms of the Agreement between Innovative Interfaces, Inc. (hereinafter "Innovative") and the City of Houston (hereinafter the "City") hereby agrees to the following conditions in maintaining the confidentiality of the City, Innovative, their Agreement, the software, and data provided by the City.

- A. The Additional Party agrees to keep confidential all material and documentation relating to the software and any modification thereto. The Additional Party will not make available or distribute any program code or description associated with the Software in any form whatsoever to third parties without the prior written approval of Innovative except as provided in the Escrow Agreement between Innovative and the City, if applicable.

The Additional Party's confidentiality obligations to Innovative under this Agreement do not apply to information which (i) was in the Additional Party's possession at the time of disclosure by Innovative and was not acquired directly or indirectly from Innovative, or (ii) was acquired by the Additional Party from another party who had no confidentiality obligation to Innovative with respect to respect to same, or (iii) at the time of disclosure is or thereafter becomes, through no fault to the Additional Party, available to the general public by publication or otherwise. Nothing contained in this Agreement shall limit the obligations of the Additional Party under the Texas Freedom of Information Act.

The Additional Party agrees that in the event of its employing any consultants or contractors who would have access to the Software, they will not be provided access until after completing a copy of this confidentiality agreement.

- B. All materials, documents, and other information provided by Innovative to the Additional Party shall, if so identified by Innovative at the time of delivery thereof, be and remain confidential in the possession of the Additional Party, and the Additional Party shall not copy or disclose any of such confidential materials, documents, or other information to any third party whatsoever.

Innovative grants to the Additional Party the right to copy or otherwise reproduce for training or other internal uses portions of the documentation and manuals prepared by Innovative and furnished to the Additional Party at no additional charge, provided that Innovative's statement of copyright which is included on each copy of such documentation and manuals.

## EXHIBIT "B"

### CONFIDENTIALITY AGREEMENT

#### BETWEEN CONTRACTOR AND A HALAN MEMBER LIBRARY

Bellaire City Library ("The Additional Party") privy to confidential information under the terms of the Agreement between Innovative Interfaces, Inc. (hereinafter "Innovative") and the City of Houston (hereinafter the "City") hereby agrees to the following conditions in maintaining the confidentiality of the City, Innovative, their Agreement, the software, and data provided by the City.

- A. The Additional Party agrees to keep confidential all material and documentation relating to the software and any modification thereto. The Additional Party will not make available or distribute any program code or description associated with the Software in any form whatsoever to third parties without the prior written approval of Innovative except as provided in the Escrow Agreement between Innovative and the City, if applicable.

The Additional Party's confidentiality obligations to Innovative under this Agreement do not apply to information which (i) was in the Additional Party's possession at the time of disclosure by Innovative and was not acquired directly or indirectly from Innovative, or (ii) was acquired by the Additional Party from another party who had no confidentiality obligation to Innovative with respect to respect to same, or (iii) at the time of disclosure is or thereafter becomes, through no fault to the Additional Party, available to the general public by publication or otherwise. Nothing contained in this Agreement shall limit the obligations of the Additional Party under the Texas Freedom of Information Act.

The Additional Party agrees that in the event of its employing any consultants or contractors who would have access to the Software, they will not be provided access until after completing a copy of this confidentiality agreement.

- B. All materials, documents, and other information provided by Innovative to the Additional Party shall, if so identified by Innovative at the time of delivery thereof, be and remain confidential in the possession of the Additional Party, and the Additional Party shall not copy or disclose any of such confidential materials, documents, or other information to any third party whatsoever.

Innovative grants to the Additional Party the right to copy or otherwise reproduce for training or other internal uses portions of the documentation and manuals prepared by Innovative and furnished to the Additional Party at no additional charge, provided that Innovative's statement of copyright which is included on each copy of such documentation and manuals.

## EXHIBIT "B"

### CONFIDENTIALITY AGREEMENT

#### BETWEEN CONTRACTOR AND A HALAN MEMBER LIBRARY

Sterling Municipal Library (The Additional Party") privy to confidential information under the terms of the Agreement between Innovative Interfaces, Inc. (hereinafter "Innovative") and the City of Houston (hereinafter the "City") hereby agrees to the following conditions in maintaining the confidentiality of the City, Innovative, their Agreement, the software, and data provided by the City. Nothing contained in this Confidentiality Agreement, however, shall limit the obligations of the Additional Party under the Texas Public Information Act or other applicable law regarding the disclosure of information asserted to be confidential herein.

- A. The Additional Party agrees to keep confidential all material and documentation relating to the software and any modification thereto. The Additional Party will not make available or distribute any program code or description associated with the Software in any form whatsoever to third parties without the prior written approval of Innovative except as provided in the Escrow Agreement between Innovative and the City, if applicable.

The Additional Party's confidentiality obligations to Innovative under this Agreement do not apply to information which (i) was in the Additional Party's possession at the time of disclosure by Innovative and was not acquired directly or indirectly from Innovative, or (ii) was acquired by the Additional Party from another party who had no confidentiality obligation to Innovative with respect to same, or (iii) at the time of disclosure is or thereafter becomes, through no fault to the Additional Party, available to the general public by publication or otherwise, or (iv) is required by law to be disclosed.

The Additional Party agrees that in the event of its employing any consultants or contractors who would have access to the Software, they will not be provided access until after completing a copy of this confidentiality agreement.

- B. All materials, documents, and other information provided by Innovative to the Additional Party shall, if so identified by Innovative at the time of delivery thereof, be and remain confidential in the possession of the Additional Party, and the Additional Party shall not copy or disclose any of such confidential materials, documents, or other information to any third party whatsoever except as otherwise required by law..

Innovative grants to the Additional Party the right to copy or otherwise reproduce for training or other internal uses portions of the documentation and manuals prepared by Innovative and furnished to the Additional Party at no additional

## **EXHIBIT "B"**

### **CONFIDENTIALITY AGREEMENT**

#### **BETWEEN CONTRACTOR AND A HALAN MEMBER LIBRARY**

LEE COLLEGE ("The Additional Party") privy to confidential information under the terms of the Agreement between Innovative Interfaces, Inc. (hereinafter "Innovative") and the City of Houston (hereinafter the "City") hereby agrees to the following conditions in maintaining the confidentiality of the City, Innovative, their Agreement, the software, and data provided by the City.

- A. The Additional Party agrees to keep confidential all material and documentation relating to the software and any modification thereto. The Additional Party will not make available or distribute any program code or description associated with the Software in any form whatsoever to third parties without the prior written approval of Innovative except as provided in the Escrow Agreement between Innovative and the City, if applicable.

The Additional Party's confidentiality obligations to Innovative under this Agreement do not apply to information which (i) was in the Additional Party's possession at the time of disclosure by Innovative and was not acquired directly or indirectly from Innovative, or (ii) was acquired by the Additional Party from another party who had no confidentiality obligation to Innovative with respect to respect to same, or (iii) at the time of disclosure is or thereafter becomes, through no fault to the Additional Party, available to the general public by publication or otherwise. Nothing contained in this Agreement shall limit the obligations of the Additional Party under the Texas Freedom of Information Act.

The Additional Party agrees that in the event of its employing any consultants or contractors who would have access to the Software, they will not be provided access until after completing a copy of this confidentiality agreement.

- B. All materials, documents, and other information provided by Innovative to the Additional Party shall, if so identified by Innovative at the time of delivery thereof, be and remain confidential in the possession of the Additional Party, and the Additional Party shall not copy or disclose any of such confidential materials, documents, or other information to any third party whatsoever.

Innovative grants to the Additional Party the right to copy or otherwise reproduce for training or other internal uses portions of the documentation and manuals prepared by Innovative and furnished to the Additional Party at no additional charge, provided that Innovative's statement of copyright which is included on each copy of such documentation and manuals.

## **EXHIBIT "B"**

### **CONFIDENTIALITY AGREEMENT**

#### **BETWEEN CONTRACTOR AND A HALAN MEMBER LIBRARY**

City of Houston ("The Additional Party") privy to confidential information under the terms of the Agreement between Innovative Interfaces, Inc. (hereinafter "Innovative") and the City of Houston (hereinafter the "City") hereby agrees to the following conditions in maintaining the confidentiality of the City, Innovative, their Agreement, the software, and data provided by the City.

- A. The Additional Party agrees to keep confidential all material and documentation relating to the software and any modification thereto. The Additional Party will not make available or distribute any program code or description associated with the Software in any form whatsoever to third parties without the prior written approval of Innovative except as provided in the Escrow Agreement between Innovative and the City, if applicable.

The Additional Party's confidentiality obligations to Innovative under this Agreement do not apply to information which (i) was in the Additional Party's possession at the time of disclosure by Innovative and was not acquired directly or indirectly from Innovative, or (ii) was acquired by the Additional Party from another party who had no confidentiality obligation to Innovative with respect to respect to same, or (iii) at the time of disclosure is or thereafter becomes, through no fault to the Additional Party, available to the general public by publication or otherwise. Nothing contained in this Agreement shall limit the obligations of the Additional Party under the Texas Freedom of Information Act.

The Additional Party agrees that in the event of its employing any consultants or contractors who would have access to the Software, they will not be provided access until after completing a copy of this confidentiality agreement.

- B. All materials, documents, and other information provided by Innovative to the Additional Party shall, if so identified by Innovative at the time of delivery thereof, be and remain confidential in the possession of the Additional Party, and the Additional Party shall not copy or disclose any of such confidential materials, documents, or other information to any third party whatsoever.

Innovative grants to the Additional Party the right to copy or otherwise reproduce for training or other internal uses portions of the documentation and manuals prepared by Innovative and furnished to the Additional Party at no additional charge, provided that Innovative's statement of copyright which is included on each copy of such documentation and manuals.

- C. Neither party shall divulge or disclose to any third parties any information concerning the affairs of the other party which come to the knowledge of such party as a result or in performance of this Agreement unless such information becomes publicly available through no fault of Innovative or the City.
- D. This Agreement is not to be distributed by any party hereto to any third party without the written approval of the other party hereto.

ADDITIONAL PARTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Rhea S. Yaw*  
*Rhea Brown Lawson*  
*Director*  
*8/24/09*

INNOVATIVE INTERFACES, INC.

By: \_\_\_\_\_

Name: *JAMES A. HOFBAUM* Title: *ESF-CFO*

Date: *8-18-09*

## EXHIBIT "C"

### HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Software and central site hardware, ("Hardware"), for the HALIR INN-Reach and HALOS sites, and Software Plus services for the Houston Public Library (HALHP).
- b) Maintenance of peripheral equipment purchased from Contractor is the responsibility of the City acting through the HPL.
- c) The term of this Agreement is for the period **July 1, 2009 through June 30, 2014. The initial first year period is July 1, 2009 - June 30, 2010.** The Maintenance fees are at a cost as follows:

HALOS Maintenance for Millennium July 1, 2009 - June 30, 2010 \$145,206, payable in advance.

HALHP Maintenance for Millennium July 1, 2009 - June 30, 2010 \$56,007, payable in advance.

If the City chooses to pay semi-annually, quarterly or monthly payments, a percentage of the total annual maintenance amount will be added as an administrative fee as follows:

Payment Semi-annually:	3% increase
Payment Quarterly:	5% increase
Payment Monthly:	10% increase

- d) Maintenance charges shall be subject to a possible price increase in years 2 through 5, which amount is not to exceed five (5%) percent per year of the yearly maintenance amount. This increase will be determined excluding any percentage added as an administrative fee, as set out above. Thereafter, such maintenance may be continued, by mutual consent, at a cost to be negotiated.
- e) If the City-decides to cancel the Agreement, Contractor must be notified 90 days prior to the annual maintenance renewal date.
- f) The City must provide direct network internet access to the System; this would also apply to firewalls etc. Contractor requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Contractor will be responsible for all Software corrections at Contractor's expense.
- g) Contractor will provide the City with new releases of the licensed Software modules so long as the servers and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the servers or operating system are deemed not to be sufficient for installation of the new release, then the City shall be responsible for the cost of server or operating system additions as may be

required. If the City declines to upgrade its servers or operating system to accommodate the upgrade to the licensed software, then the City shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.

- h) If the City adds any additional Contractor Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Contractor's then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- i) Contractor will provide services 24 hours a day. Contractor will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- j) The City agrees to take reasonable care of the Hardware for HALIR and HALOS and not permit persons other than authorized representatives of Contractor to effect adjustments or repairs to the Hardware for HALIR and HALOS. The City agrees that for Hardware supplied by Contractor, the City shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) equipment will be the responsibility of HPL, except for the CPU and RAID, which will be the responsibility of Contractor.
- k) Software Plus maintenance for the HPL server (HALHP): The City takes full responsibility for the HPL (HALHP) System hardware and herewith subcontracts Operating System Administration, including transfer of responsibility for exclusive root access to Contractor at Contractor's current rate.
- l) Any services provided due to the City-supplied equipment failure, where such equipment was not purchased from Contractor and over which Contractor has no direct control, shall be billable at Contractor's then current maintenance rates.
- m) This Maintenance Services Agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or the City's negligence or misuse of the Hardware.
- n) The Software shall be operated as the exclusive application on each server.
- o) All maintenance charges and fees provided for herein are subject to appropriation of funds by the City.

## EXHIBIT "D"

### EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

## EXHIBIT "E"

### ESCROW AGREEMENT

#### **I. ESTABLISHMENT OF ESCROW**

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So long as the within-described license is in full force and effect, and as an additional material consideration for the granting, acceptance and continued benefits obtained and derived from such license, Innovative Interfaces Inc., and the City agree that a copy of all source code material necessary to maintain all software licensed thereunder shall be placed in escrow as follows. Furthermore, the City will pay to list the City on the escrow policy for the length of the contract from the signing of this Agreement; and the City may elect to continue on the policy for as long as the City maintains a license to the Software, and the City pays the renewal costs as determined by the Escrow Agent. All renewal notices will be sent by the Escrow Agent to the City at the address listed herein:

- A. The Escrow Agent shall be Iron Mountain Intellectual Property Management, 2100 Norcross Parkway, Suite 150, Norcross, GA, 30071.. In the event that the above-named Escrow Agent fails or refuses to assume the responsibilities of Escrow Agent or ceases to act as Escrow Agent, the parties shall agree upon a new Escrow Agent and shall issue demands to Iron Mountain to deliver the escrow material to such newly designated Escrow Agent.
- B. Source code material shall be released to the City by the Escrow Agent upon the occurrence of the following event:
  - i. If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces Inc., and the same be not dismissed within sixty days, or
  - ii. If Innovative Interfaces Inc., make any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement of compromise with its creditors under any statute or otherwise.
- C. Verification of the occurrence of a condition precedent to the release of the escrowed materials shall be by a reasonable manner and means to the reasonable satisfaction of the Escrow Agent with written notice and opportunity to object given to Innovative Interfaces Inc. The Escrow Agent shall have five days to release the escrowed documents or to advise the City in writing of the existence of a conflicting demand.
- D. Should the City elect to continue on the Escrow policy, cost for annual renewal shall be approximately \$210.00 Subsequent renewal fees shall be determined by the Escrow Agent, but with a percentage increase to the City, of not more than 5% or the

percentage increase of the Consumer Price Index, whichever is greater.

## **II. VERIFICATION OF ESCROWED MATERIALS**

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Verification of escrowed materials shall be by certified letter from the Escrow Agent to the City stating the identity of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

## **III. ENHANCEMENT AND MODIFICATION**

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In the event that the software supplied to the City pursuant to the above-described license is enhanced or modified, the Licensor agrees to deposit into escrow all documents and data reasonably necessary to support and maintain such enhancements and modifications pursuant to all of the terms and conditions of this escrow agreement.

## **IV. CONFLICTING DEMANDS**

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In the event that the parties to this agreement, at any time, give the Escrow Agent conflicting demands, the Escrow Agent shall promptly attempt to resolve the conflict. In the event that the Escrow Agent is unable to resolve the conflict within ten days, the Escrow Agent shall interplead the escrowed materials into a court of competent jurisdiction. Each of the parties hereto agrees to indemnify and hold the Escrow Agent harmless from all costs and expenses, including reasonable attorney's fees, in the event that a conflict of demands requires interpleader.

## **V. TERMS OF RELEASE OF ESCROWED MATERIAL**

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In the event that the material escrowed hereunder is released to City, said materials shall nevertheless remain the property of Innovative Interfaces, its assigns, trustees, and/or successors in interest. The escrowed materials shall be subject to all of the terms and conditions of the underlying license granted to City, including but not limited to, trade secrets and confidentiality protection. The City agrees that the escrowed materials shall be used exclusively for the maintenance of the licensed software and for no other purposes. The City agrees to make all persons working with such licensed escrowed material aware of the terms and conditions of the license and their liability for unauthorized use of the licensed escrow material.

## EXHIBIT "F"



# SUPPORT SERVICES

## INTRODUCTION

Innovative Interfaces is dedicated to delivering the best customer service support in the industry. Innovative offers support services to customers who have acquired Innovative Millennium or INNOPAC systems. Types of contracted services include: maintenance support services; training and consultation services; and profiling services. In addition to contracted services, courtesy services such as participation in meetings or responses to questions on system use are provided when appropriate.

Maintenance support services are available for the software application, operating system, and hardware.

## MAINTENANCE SUPPORT CONFIGURATIONS

Maintenance support services are offered in the following configurations:

**Turnkey:** Innovative Application, Operating System, and Hardware fully supported by Innovative Interfaces. (Available in North America only.)

**Software Full:** Innovative Application, Operating System, and Hardware fully supported by Innovative Interfaces and field support technicians contracted by Innovative. (Available only during initial hardware warranty period in North America.)

**Software Plus:** Innovative Application and Operating System fully supported by Innovative Interfaces. Institution is responsible for Hardware support.

**Software Only:** Innovative Application fully supported by Innovative Interfaces. Institution is responsible for Hardware and Operating System support.

## SUPPORT SERVICES

Support Services for the Millennium or INNOPAC systems are delivered by Innovative's Customer Services Help Desk staff from Innovative's offices in Emeryville, California. Innovative's Help Desk is open 24 hours a day, 7 days a week, 365 days a year with staff levels designed to support the broadest coverage for customers worldwide.

All requests for services made to the Help Desk are logged into Innovative's automated call tracking system. Help Desk staff review all incoming calls and route non-maintenance issues to appropriate departments.

Innovative's interaction with library staff is delivered via phone, email, or web-conferencing. To carry out diagnostic and maintenance service, including modifications to the software for the purpose of maintaining the system, Innovative requires direct Internet access to the system. Innovative employs secure means of connection to the system. Console access via a

modem connection is also required for all Turnkey or Software Full service agreements. Console access is recommended for Software Plus service agreements.

### **How to contact the Help Desk**

The Help Desk can be contacted in several different ways:

**Web site:** <http://csdirect.iii.com> (your Super User Level site code and password is required for logging requests over the web.)

**Email:** [helpdesk@iii.com](mailto:helpdesk@iii.com)

**Telephone:** 1.510.655.6200 Toll free (in North America) 1.800.878.6600

International customers may request that Innovative Interfaces place a call to their site.

Innovative's business hours are Monday to Friday, 8:00 a.m. to 5:00 p.m. Pacific Time  
Support coverage: 24 x 7 x 365

Support staff are available during all support hours. Availability of expert resources is designed to meet calls volume outside business hours with priority given to urgent calls.

### **How to log a call with the Help Desk by email or phone**

To ensure prompt resolution the caller should have the following information ready to provide when submitting a call:

- Site code and contact information
- Are you using the feature for the first time?
- When did you first notice the problem?
- What steps have you already tried to resolve the problem?
- Can you recreate the problem?
- What was on the screen when the problem occurred?
- What is the exact wording of any error messages?
- Does the problem occur for all records, files, etc? Just one? A few?
- Has anyone changed relevant System Options or Parameters recently?
- Has hardware been changed recently?
- Has software been changed recently?
- Has there been a change in network or firewall?
- What sequence of steps can Innovative take to recreate the problem?
- If appropriate, provide examples of:
  - Login being used
  - Initials and password being used
  - Record number(s) of specific record(s) affected
  - Search strategy (please save it on the system)
  - Review file number and name
  - File name(s)
  - Heading(s)

A call tracking number will be issued for each call. This tracking number along with the site code should be used in any communications relating to the call. To get the best results from the email that you send to the Help Desk, please include the site code and the call tracking number in the subject line of any email correspondence on the problem.

For emails to the Help Desk and for inquiries made via CSDirect, an automated response will be sent acknowledging the request. This automated response will be followed up with contact from a Help Desk staff member based on the priority of the call. Calls are logged with the following priority levels:

- Urgent (System Critical)
- ASAP
- Routine
- Other

Priority level definitions are indicated in the table below.

### Call Priority Definitions

Priority	Description
Urgent (System Critical)	System critical problems: down hardware, transaction processing stopped; primary module (circulation, acquisitions, serials, cataloging, Web OPAC) non-operational Goal: Call given top priority with goal of immediate resolution given pending circumstances [Note: Hardware is supported for Turnkey and Software Full configurations only]
ASAP	Secondary functionality non-operational (e.g. preventing library staff from performing main component of job or preventing patrons from accessing significant features of catalog). Goal: Resolution within one business week or best efforts [Note: Hardware is supported for Turnkey and Software Full configurations only]
Routine	Software does not work as described (reproducible, data reflects the problem), documentation errors. Library must be running the current version of the application in general release. The customer is encouraged to give an example of the problem as this will expedite the resolution of the problem. Goal: Problem is generally resolved in the next software release or sooner.
OTHER TYPES:	
Service Commitments	Requests for service made through CSDirect's Service Commitment feature. <a href="http://csdirect.iii.com/calls/services/">http://csdirect.iii.com/calls/services/</a>
Change in Network or Firewall	Two week prior notification required. Use CSDirect to request service.
Application issue caused by operator	<i>Courtesy Issue.</i> System problems caused by operator, such as changes in configurations (e.g. <a href="#">wwwoptions</a> , login parameters)
Consultation/ Training Requests	<i>Courtesy Issue: Routed to Training Services.</i> Questions about how to perform a function, requests for documentation, requests for information. Calls will be evaluated to determine if the library should purchase additional training.
Request for Pricing or Sales Quote	Request is routed to Sales Dept.
Enhancement Request	Email to <a href="mailto:enhance@iii.com">enhance@iii.com</a> or propose to appropriate Innovative User Groups

**Table 1**

**When a call has been resolved, the site contact will be alerted by email, telephone, or in some cases a general announcement, for each call that is closed.**

## CSDirect

CSDirect is Innovative's online service and information center. CSDirect is accessible twenty-four hours a day at: <http://csdirect.iii.com>. A wealth of information as well as interaction with Innovative staff is available on CSDirect.

The screenshot shows the CSDirect website interface. At the top, the 'CSDirect' logo is on the left, and 'INNOVATIVE INTERFACES' is on the right. Below the logo is a search bar with a 'Go' button and a link to 'Advanced Search'. A 'Quick Links' section on the left lists: Manage Calls, Release Notes, Profile, Workshops, Service Commitments, FAQs, Tutorials, Documentation, Presentations, Innovative Email, User Groups, Scheduling, Software, and Surveys. The main content area is titled 'Good Morning Innovative CSDirect Demonstration Library'. It features several sections: 'Learn' (Info about your system, technical tips, and upgrades) with links to FAQs, Workshops, Documentation, and Tutorials; 'Exchange' (Interact with our technicians & other Innovative customers) with links to Email, User Groups, and Presentations; 'Inform' (Resolve hardware & software issues and evaluate our services) with links to Request Service, Service Commitments, Support Calls, Schedule, and Surveys; 'Maintain' (Download patches, and other updates for your system) with links to Software, Customer Profile, Passwords, Contact Information, Announcements, Release Notes, and Known Issues; 'Headlines' (Look at the new display format for View your Open Calls. We have made it easier for you to review the status of your open calls. This improved user interface will give you a more accurate representation of the status of your open calls including information about your projects and training requests and projects to be scheduled in the future. Continue); 'Release 2002, Phase 3 is now in General Release' (Please upgrade your software at your earliest convenience to take advantage of all the new enhancements and fixes. Continue); and 'The third Be Innovative! Awards will be given at the Innovative Users Group (IUG) annual meeting in Boston next April. Awards will be presented in the following categories: Most Innovative Web OPAC, Most Innovative Integration of Digital Collections in Millennium, Most Innovative Staff Instruction Process or Training Program, and Most Innovative Use of Staff Modules. Be Innovative! Submit your entries soon! The deadline for submissions is November 30, 2003. Continue'. A 'Service' section lists 'Help Desk Managers' with names and roles: Patrick Chu (Cataloging/Acq/Serials), Heather Katz (Circulation), Paul Marinko (Technical Support), Greg McCall (OPAC), Raghu Murthy (Technical Support), and David Ricks (Systems Administration). At the bottom, there is a footer with links to FAQ, Tutorials, Documentation, Presentations, Email, User Groups, Scheduling, and Software, followed by copyright information: © 2003 Innovative Interfaces, Inc. All Rights Reserved. Terms of Use.

Features offered on CSDirect are:

### Information for Library staff: General User Level (requires site code and password)

- Headlines
- User Manuals
- Tutorials
- Frequently Asked Questions (FAQs)
- Customer Information Handouts (e.g. instructions for module setup, suggestions for system operation)
- Presentations
- Training Outlines
- Client Software Updates

- Emails from Innovative
- Links to User Groups
- Workstation/Client Software Installers

**Interactive Mode for Coordinators: Super User Level**  
(requires site code and site super user password)

- Offers everything available at staff level, plus . . .
- Request services: Open a Call
- Track service calls
- Service Commitments
- Known Issues and Resolutions
- Software Updates
- Maintain Contact Information

CSDirect is updated frequently with new information. Each site's open calls as well as calls closed in the previous 90 days may be tracked online. While only open calls and calls closed within the last 90 days may be viewed online, all calls are stored in Innovative's database and are never deleted. Calls on CSDirect are grouped in three main categories, making it easy to see the status of your calls to the Help Desk.

The categories used to group the calls are as follows:

Category	Description
Active Support Calls:	These calls represent reported problems with your Innovative system for which we are actively seeking a resolution.
Other Services:	These calls represent various projects, including product installations, indexing projects, profiling, training, or other inquiries.
Pending Customer Activation:	These calls represent projects that you have asked us to put on hold until a future date. This group also contains support calls that have been resolved and are waiting for you to test and report the results. These calls will not be further acted upon until further action from you.

**Table 2**

Customer calls can be viewed on CSDirect in the following manner:

**CSDirect** 24:7:365 **INNOVATIVE** INTERFACES  
Current Release: 2002 Phase 3

Home > Calls > IIICS Calls Summary >

## IIICS Call Summary: OPEN

Change your current view: Open Call Summary | oldest to newest | Call Tracking Numbers

Note: It may take several moments for your selected calls to display. To see more information, click a heading or specific call number below.

### Active Support Calls (3)

Support calls that are actively being worked on to find a resolution.

Call Number	Synopsis
<a href="#">c658839</a>	05 February 2003:Control tab key not functioning in Millenium editor. ...
<a href="#">c716434</a>	11 November 2003:Customer reports that vendor record is frozen. Wait...
<a href="#">c716443</a>	11 November 2003:Network printer creeps when printing circulation noti...

### Other Services (1)

Includes product installations, scheduled system changes, training, projects, and other inquiries.

Call Number	Synopsis
<a href="#">c713969</a>	Profile need to add new load table for vendor

### Pending Customer Activation (2)

Recently resolved issues and projects to be scheduled in the future.

Call Number	Synopsis
<a href="#">c700349</a>	3 September 2003: Internal program not functioning properly. 25 Octob...
<a href="#">c714479</a>	3 November 2003: Vendor records not adding second line of addresses wh...

Additional Access  
US, Canada, Mexico  
Tel: 1.800.878.6600  
Fax: 1.510.450.6350

All other locations  
++1.510.655.6200  
[helpdesk@iil.com](mailto:helpdesk@iil.com)  
[www.iil.com](http://www.iil.com)

FAQ | Tutorials | Documentation | Presentations | Email  
User Groups | Scheduling | Software  
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You can get detailed information about your call by clicking on the call number. In this view, you will see the name of person at your site who opened the call, the date the call was opened, the department at Innovative that is currently working on your call, the staff member or contact for more information about your call and a detailed synopsis of your call.

### Active Support Calls (3)

Support calls that are actively being worked on to find a resolution.

Call Number	Synopsis
<a href="#">c658839</a>	05 February 2003:Control tab key not functioning in Millenium editor. ...
<a href="#">c716434</a>	11 November 2003:Customer reports that vendor record is frozen. Wait...
<a href="#">c716443</a>	11 November 2003:Network printer creeps when printing circulation noti...

Call Tracking Number: c716434

**Site Contact:** Graeme Le Saux  
**Open Date:** 11 Nov 2003  
**Department:** Customer Services  
**Staff:** [Monica Ertel](#)

11 November 2003:Customer reports that vendor record is frozen.  
Waiting for customer - need example record.

8/17/2009

You can click on name of the person or department listed after “Staff” and an email form will open allowing you to contact the person working on your call.

This improved user interface will give you a more accurate representation of the status of your open calls including information about your projects and training requests and projects to be scheduled in the future.

### **Escalation Procedures**

If a maintenance service issue is not being handled as described in the Call Priority Definition table, if the status of the issue is unclear on CSDirect, or if the issue requires a more escalated handling, calls should first be escalated to the staff person listed as the contact on CSDirect. The second level of escalation is to a Manager of a functional area. Managers names and email addresses are available on CSDirect.

Third level escalation is to the Director of Customer Services or Vice President of Library Service.

### **OTHER SUPPORT SERVICES**

#### **Application Upgrades**

Upgrades to the software modules licensed to the library will be available at no cost to the Library as long as the equipment currently being used as the Millennium or INNOPAC computer system has been determined by Innovative Interfaces to be sufficient and/or compatible for the load and operation of the new release or upgrade.

If it is determined that the equipment is not sufficient for installation of the new release or upgrade to the software, then the Library will be responsible for the cost of the new equipment that will be required for the software upgrade.

Any delay during a software upgrade process which is due to equipment failure where the equipment was not purchased from Innovative Interfaces, and for which Innovative Interfaces has no direct control, will be billable at Innovative Interfaces’ standard service rates.

#### **Trouble-Shooting Software Defects**

When other software defects are reported to the Help Desk, all troubleshooting of such defects will take place in the announced current software release. If a site is not running the announced current release of software, the site will be required to upgrade to the current

release prior to Help Desk performing diagnostic work. The current release of the software is listed on CSDirect.

**B. Proactive System Monitoring**

Innovative application software includes programs to monitor certain system level conditions. If the program detects that attention is needed by Innovative, an email message is automatically generated to the Help Desk that results in a new call being opened. Help Desk staff will access the system to determine if action is required. The level of monitoring varies, based upon the library's support services agreement. The library continues to be responsible for reporting any support issues.

**C. Release Distribution**

When a new release of Innovative software becomes available, the Help Desk will alert customers of its availability by an email sent to the site coordinator as well as through announcements on CSDirect. These releases will be available for self-upgrade so that customers can schedule the upgrade when it is convenient for their staff and patrons.

Maintenance updates will also be made available to customers using the same communication method. A detailed list of the new enhancements, all instructions and the user manual will be made available via CSDirect.

**D. Known Issues**

Innovative maintains a list of resolved and outstanding software issues. Included with this listing is information about where this issue is being noted as well as the software release in which the issue will be resolved, if this information is known. Some known issues also include a link to request a patch if available. This database is searchable by keyword, module, distribution release, and date and is available on CSDirect.

**E. Release Distribution and Testing**

Innovative's Customer Services Department is an active participant in the company's release development and testing process. Because the Help Desk has a close relationship with customers and has a thorough understanding of customer issues regarding products and services, the Help Desk assists in identifying product enhancements as well as participates in testing of maintenance releases and new product releases.

**CONCLUSION**

Innovative Interfaces, Inc. mission is to work in partnership with libraries to maximize the power of Innovative products. Innovative is committed to providing first-class support to its customers. Customers are encouraged to contact the Director of Customer Services with ideas and suggestions for improving Innovative's customer service experience.